

EXHIBIT A



03/08/2024

CT Log Number 545938743

Service of Process Transmittal Summary

TO: Austin Ellis
Mercedes-Benz Usa, LLC
ONE MERCEDES-BENZ DRIVE
SANDY SPRINGS, GA 30328-4312

RE: Process Served in California

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: Edjuan Jones, an individual // To: Mercedes-Benz USA, LLC

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Attachment(s), Notice

COURT/AGENCY: Los Angeles County - Superior Court - Central District, CA
Case # 24STCV05698

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2021 Mercedes- Benz GLB250W4, VIN: W1N4M4HB9MW122807

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 03/08/2024 at 12:54

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S)/SENDER(S): Hadi Gerami
Drake Law Firm
19935 Ventura Blvd., Suite 202
Woodland Hills, CA 91364
(888) 315-5721

ACTION ITEMS: CT has retained the current log, Retain Date: 03/11/2024, Expected Purge Date: 03/16/2024

Image SOP

Email Notification, Sherry Rosen s [REDACTED]@mbusa.com

Email Notification, Chad Peterson [REDACTED]@mbusa.com

Email Notification, DENISE MITCHELL d [REDACTED]@mbusa.com

Email Notification, Tiffany Moore [REDACTED]@mbusa.com

Email Notification, Liliana Salinas [REDACTED]@mbusa.com

Email Notification, Abigail Baughman [REDACTED]@mbusa.com

Email Notification, Austin Ellis a [REDACTED]@mbusa.com

Email Notification, Brooks Suttle [REDACTED]@mbusa.com



**CT Corporation
Service of Process Notification**

03/08/2024

CT Log Number 545938743

Email Notification, Lex Wells [REDACTED]@bakerdonelson.com

Email Notification, Natalie Mellon [REDACTED]@mbusa.com

Email Notification, Lance Arnott [REDACTED]@wolterskluwer.com

REGISTERED AGENT CONTACT:

C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-401-8252
LargeCorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Fri, Mar 8, 2024
Server Name: Jimmy Lizama

| | |
|---------------|------------------------|
| Entity Served | MERCEDES-BENZ USA, LLC |
| Case Number | 24STCV05698 |
| Jurisdiction | CA |

| | | |
|---------|--|--|
| Inserts | | |
| | | |



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

MERCEDES-BENZ USA, LLC, a Delaware Corporation; and DOES 1 through 10, inclusive

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

EDJUAN JONES, an individual

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/07/2024 7:57 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles

Stanley Mosk Courthouse, 111 North Hill St., Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

24STCV05698

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

DRAKE LAW FIRM, 19935 Ventura Blvd., Suite 202, Woodland Hills, CA 91364 (888) 315-5721

DATE: 03/07/2024
(Fecha)

Clerk, by David W. Slayton, Executive Officer/Clerk of Court, Deputy
(Secretario) Y. Ayala (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): MERCEDES-BENZ USA, LLC, a Delaware Corporation
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): Corp. Code 17701.16, limited liability company
4. ☐ by personal delivery on (date):

DRAKE LAW FIRM

Benjamin Drake (SBN 243207)

Hadi Gerami (SBN 221769)

19935 Ventura Blvd., Suite 202

Woodland Hills, California 91364

Tel.: (888) 315-5721

Email: *lemondaddy@drakelawgroup.com*

Attorneys for Plaintiff,

EDJUAN JONES

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/07/2024 7:57 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Ayala, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

EDJUAN JONES, an individual,

Plaintiff,

v.

**MERCEDES-BENZ USA, LLC, a
Delaware Corporation; and DOES 1
through 10, inclusive,**

Defendants.

Case No.: **24STCV05698**

**COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL**

**1. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**

**2. VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**

Plaintiff, EDJUAN JONES, alleges as follows against Defendants, MERCEDES-BENZ USA, LLC ("MERCEDES"); and DOES 1 through 10 inclusive, on information and belief, formed after an inquiry reasonable under the circumstances:

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DEMAND FOR JURY TRIAL

1. Plaintiff, EDJUAN JONES, hereby demands a trial by jury in this action.

GENERAL ALLEGATIONS

2. Plaintiff, EDJUAN JONES is an individual residing in the City of Los Angeles, County of Los Angeles, and State of California.

3. Defendant MERCEDES-BENZ USA, LLC ("MERCEDES"); is and was a Delaware Limited Liability Company.

4. These causes of action arise out of the warranty obligations of MERCEDES in connection with a motor vehicle for which MERCEDES issued a written warranty.

5. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual or otherwise of Defendants issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities of the fictitiously named Defendants, together with appropriate charging allegations, when ascertained.

6. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

7. Defendant MERCEDES entered into a written warranty contract with Plaintiff which included a Basic Warranty with bumper-to-bumper coverage for defects in materials and workmanship for the earlier of 48 Months (4 Years) or 50,000 miles, and a Drivetrain/Powertrain Warranty that covered defects in materials and workmanship for the earlier of 48 Months (4 Years) or 50,000 miles, and a California Emissions Warranty that covered defects in materials and workmanship in emissions parts for the earlier of 7 years or 70,000 miles.

8. Plaintiff hereby revokes acceptance of the Subject Vehicle.

9. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code sections 1790 et seq. the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

10. Plaintiff is a "buyer" of consumer goods under the Act.

1 11. Defendant MERCEDES is a "manufacturer" and/or "distributor" under the Act.

2 **All Statute of Limitations Periods are Tolloed by the Discovery Rule and the**

3 **Doctrine of Fraudulent Concealment**

4 12. MERCEDES concealed the fact that the vehicle was defective at the time of the sale
5 of the vehicle.

6 13. MERCEDES and its authorized agents made repeated representations to Plaintiff that
7 the vehicle was repaired following each repair attempt that was performed. Plaintiff reasonably
8 relied on these representations made by MERCEDES through its authorized dealer.

9 14. MERCEDES continued to misrepresent its ability to repair the vehicle in conformity
10 with the warranty throughout the warranty period.

11 15. MERCEDES had a duty to disclose the concealed facts alleged above because
12 MERCEDES knew that Plaintiff did not know the material facts and further knew that such facts
13 were not readily accessible to the Plaintiff or any person in Plaintiff's position.

14 16. MERCEDES had a duty to disclose the concealed facts alleged above because
15 MERCEDES made misrepresentations through its authorized repair facility technicians about its
16 ability to repair the defects.

17 17. MERCEDES had a duty to disclose the concealed facts alleged above because
18 MERCEDES actively concealed material facts to induce a false belief.

19 18. MERCEDES intended for Plaintiff to rely on those misrepresentations to conceal
20 defective components in the subject vehicle.

21 19. Prior to the purchase of the vehicle, and at all times thereafter, MERCEDES failed to
22 disclose the existence of the vehicle's defects to Plaintiff, and MERCEDES failed to disclose its
23 inability to repair these defects, which prevented the vehicle from conforming to its applicable
24 warranties. In effect, after the sale of the vehicle, MERCEDES fraudulently concealed from
25 Plaintiff the fact that the dealers were not properly repairing the defective subject vehicle and
26 knew that the limited work that MERCEDES had authorized its dealerships to perform on those
27 vehicles would not eliminate the problems.

28 20. Plaintiff delivered the subject vehicle to the MERCEDES authorized repair facilities
on at least six (6) separate occasions for repairs. After each repair attempt, the MERCEDES

1 authorized repair facilities returned the vehicle to Plaintiff with assurances that the problems had
2 been fixed.

3 21. Plaintiff returned to the MERCEDES authorized dealer with complaints regarding
4 the numerous and recurring problems when the issues returned. It was not until or around October
5 2023, that Plaintiff became aware that MERCEDES and its authorized repair facilities could not
6 repair the vehicle to conform to its warranties. Plaintiff could not, despite reasonable and diligent
7 investigation, have discovered such on an earlier date because the fraudulent misrepresentations
8 and concealment of the defects by MERCEDES in Plaintiff's vehicle, as previously alleged
9 above. Additionally, MERCEDES and its authorized agents made repeated false assurances to
10 Plaintiff, on which Plaintiff reasonably relied, that (1) MERCEDES had and would repair any
11 problems with the vehicle during the warranty period, and (2) that said problems would not be
12 repeating. Plaintiff's reliance on these false assurances by MERCEDES further delayed Plaintiff's
13 discovery of their claims. The statute of limitations for each of Plaintiff's claims against
14 MERCEDES was therefore tolled under the discovery rule and the doctrine of fraudulent
15 concealment until Plaintiff could have first discovered on or around October 2023 that
16 MERCEDES could not conform the vehicle to warranty.

17 22. Because MERCEDES failed to disclose these foregoing facts to Plaintiff, all statute
18 of limitations periods were tolled by the doctrines of fraudulent concealment, the discovery rule,
19 and/or equitable tolling. As alleged herein, MERCEDES wrongfully concealed the fact that its
20 Dealerships were making inadequate repairs that were incapable of addressing the root cause of
21 the vehicle's malfunctions.

22 23. Plaintiff did not discover the operative facts that are the basis of the claims alleged
23 herein because the facts were concealed in confidential and privileged documents, which a
24 consumer would not know about and could not obtain.

25 24. No amount of diligence by Plaintiff could have led to the discovery of these facts
26 because they were kept secret by MERCEDES and, therefore, Plaintiff was not at fault for failing
27 to discover these facts.

28 25. The Plaintiff did not have actual knowledge of facts sufficient to put him on notice.
Plaintiff did not know, nor could have known, about the inability of MERCEDES to repair the

1 defective components in the vehicle as alleged above, MERCEDES kept this information highly
2 confidential, and its dealership assured Plaintiff that its repairs were effective.

3 **FIRST CAUSE OF ACTION**

4 **Violation of the Song-Beverly Act – Breach of Express Warranty**

5 **(Against Defendant MERCEDES and Does 1 through 10)**

6 26. Plaintiff incorporates herein by reference each and every allegation contained in the
7 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

8 27. On April 27, 2022, Plaintiff entered into a warranty contract with MERCEDES
9 regarding a new 2021 Mercedes- Benz GLB250W4, VIN: W1N4M4HB9MW122807, ("Subject
10 Vehicle"). The terms of the express warranty are described previously.

11 28. Defects and nonconformities to the Subject Vehicle manifested themselves within
12 the applicable express warranty period.

13 29. The nonconformities substantially impaired the use, value and/or safety of the
14 Subject Vehicle.

15 30. Plaintiff delivered the Subject Vehicle to an authorized MERCEDES repair facility
16 for repair of the nonconformities.

17 31. Defendant was unable to conform the Subject Vehicle to the applicable express
18 warranty after a reasonable number of repair attempts or within a reasonable amount of time.

19 32. Under the Song-Beverly Act, Defendant had an affirmative duty to promptly offer to
20 repurchase or replace the Subject Vehicle at the time it failed to conform the Subject Vehicle to
21 the terms of the express warranty after a reasonable number of repair attempts.

22 33. Defendant MERCEDES has failed to either promptly replace the Subject Vehicle or
23 to promptly make restitution in accordance with the Song-Beverly Act.

24 34. By failure of Defendant to conform the Subject Vehicle to the express warranty, or to
25 promptly issue restitution pursuant to the Song Beverly Act, Defendant is in violation of the Song
26 Beverly Act.

27 35. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle
28 less that amount directly attributable to use by the Plaintiff prior to the first presentation to an
authorized repair facility for a nonconformity.

1 36. Plaintiff is entitled to all incidental, consequential, and general damages resulting
2 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

3 37. Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a
4 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably
5 incurred in connection with the commencement and prosecution of this action.

6 38. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
7 times the amount of actual damages for the willful failure of MERCEDES to comply with its
8 responsibilities under the Act.

9 **SECOND CAUSE OF ACTION**

10 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

11 **(Against Defendant MERCEDES and Does 1 through 10)**

12 39. Plaintiff incorporates herein by reference each and every allegation contained in the
13 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14 40. MERCEDES and its authorized dealership at which Plaintiff purchased the Subject
15 Vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the Subject
16 Vehicle. The sale of the Subject Vehicle was accompanied by an implied warranty of fitness.

17 41. The sale of the Subject Vehicle was accompanied by an implied warranty that the
18 Subject Vehicle was merchantable pursuant to Civil Code section 1792.

19 42. The Subject Vehicle was delivered to Plaintiff with latent defects, including, but not
20 limited to, defective components in the engine, electrical system and braking system.

21 43. The Subject Vehicle was not fit for the ordinary purpose for which such goods are
22 used.

23 44. The Subject Vehicle did not measure up to the promises or facts stated on the
24 container or label.

25 45. The Subject Vehicle was not of the same quality as those generally acceptable in the
26 trade.

27 46. Plaintiff justifiably revoked acceptance of the Subject Vehicle under Civil Code,
28 section 1794, et seq. prior to the filing of this Complaint during a contact to MERCEDES
customer service.

1 47. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
2 1794, et seq.

3 48. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,
4 et seq. and Commercial Code, section 2711.

5 49. Plaintiff is entitled to recover any "cover" damages under Commercial Code,
6 sections 2711, 2712, and Civil Code, section 1794, et seq.

7 50. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
8 1794 et seq. and Commercial Code, sections 2711, 2712, and 2713 et seq.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 11 1. For general, special and actual damages according to proof at trial;
12 2. For rescission of the purchase contract and restitution of all monies expended;
13 3. For diminution in value;
14 4. For incidental and consequential damages according to proof at trial;
15 5. For civil penalty in the amount of two times Plaintiff's actual damages;
16 6. For prejudgment interest at the legal rate;
17 7. For revocation of acceptance of the Subject Vehicle;
18 8. For reasonable attorney's fees and costs of suit; and
19 9. For such other and further relief as the Court deems just and proper under the
20 circumstances.

21 DATED: March 7, 2024

DRAKE LAW FIRM

22 By: 

23 Hadi Gerami, Esq.
24 Attorneys for Plaintiff,
25 **EDJUAN JONES**
26
27
28

| | | |
|---|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Benjamin Drake, SBN: 243207; Hadi Gerami, SBN: 221769 DRAKE LAW FIRM 19935 Ventura Blvd., Suite 202 Woodland Hills, CA 91364 TELEPHONE NO.: 888 315-5721 FAX NO.: (888) 340-6488 ATTORNEY FOR (Name): Plaintiffs HAMILTON LINTON, et al. | | FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 3/07/2024 7:57 AM David W. Slayton, Executive Officer/Clerk of Court, By Y. Ayala, Deputy Clerk |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse | | |
| CASE NAME: EDJUAN JONES v MERCEDES-BENZ USA, LLC | | |
| CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) | <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) | Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) |
| | | CASE NUMBER: 24STCV05698 JUDGE: DEPT: |

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

| | | |
|---|--|--|
| Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15) | Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (<i>not specified above</i>) (43) |
|---|--|--|

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (*specify*): Two (2)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: 3/7/2024

Hadi Gerami, Esq.

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

| | |
|---|-----------------------------------|
| SHORT TITLE JONES v MERCEDES-BENZ, LLC | CASE NUMBER 24STCV05698 |
|---|-----------------------------------|

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION

(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

| | |
|--|--|
| 1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner lives. |
| 2. Permissive filing in Central District. | 8. Location wherein defendant/respondent functions wholly. |
| 3. Location where cause of action arose. | 9. Location where one or more of the parties reside. |
| 4. Mandatory personal injury filing in North District. | 10. Location of Labor Commissioner Office. |
| 5. Location where performance required, or defendant resides. | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle. | |

| | A Civil Case Cover Sheet Case Type | B Type of Action (check only one) | C Applicable Reasons (See Step 3 above) |
|---|---|--|--|
| Personal Injury Cases Assigned to the Personal Injury Hub Courts | | | |
| Auto Tort | Auto (22) | <input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Uninsured Motorist (46) | <input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | Other Personal Injury/ Property Damage/ Wrongful Death (23) | <input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.) | 1, 4, 11 |
| | | <input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.) | 1, 4, 11 |
| | | <input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress | 1, 4, 11 |
| | | <input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death | 1, 4, 11 |
| | | <input type="checkbox"/> 2307 Construction Accidents | 1, 4, 11 |

| | |
|---|-------------|
| SHORT TITLE JONES v MERCEDES-BENZ, LLC | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Case Type | B Type of Action (check only one) | C Applicable Reasons (See Step 3 above) |
|--|---|---|---|
| Personal Injury Cases Assigned to the Independent Calendar Courts | | | |
| Other Personal Injury/Property Damage/Wrongful Death Tort | Product Liability (24) | <input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental) <input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law) | 1, 3, 5 1, 3, 5 |
| | Medical Malpractice (45) | <input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice | 1, 3, 5 1, 3, 5 |
| | Other Personal Injury / Property Damage / Wrongful Death (23) | <input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility | 1, 3, 5 |
| | | <input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form) | 1, 3, 5 |
| | | <input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.) | 1, 3, 5 |
| | | | |
| Other Civil Cases Assigned to Independent Calendar Courts | | | |
| Non-Personal Injury/Property Damage /Wrongful Death Tort | Business Tort (07) | <input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract) | 1, 2, 3 |
| | Civil Rights (08) | <input type="checkbox"/> 0801 Civil Rights/Discrimination | 1, 2, 3 |
| | Defamation (13) | <input type="checkbox"/> 1301 Defamation (slander/libel) | 1, 2, 3 |
| | Fraud (16) | <input type="checkbox"/> 1601 Fraud (no contract) | 1, 2, 3 |
| | Professional Negligence (25) | <input type="checkbox"/> 2501 Legal Malpractice | 1, 2, 3 |
| | | <input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal) | 1, 2, 3 |
| | Other (35) | <input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort | 1, 2, 3 |
| Employment | Wrongful Termination (36) | <input type="checkbox"/> 3601 Wrongful Termination | 1, 2, 3 |
| | Other Employment (15) | <input type="checkbox"/> 1501 Other Employment Complaint Case | 1, 2, 3 |
| | | <input type="checkbox"/> 1502 Labor Commissioner Appeals | 10 |
| Contract | Breach of Contract / Warranty (06) (not insurance) | <input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) | 2, 5 |
| | | <input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) | 2, 5 |
| | | <input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud) | 1, 2, 5 |

| | |
|---|-------------|
| SHORT TITLE JONES v MERCEDES-BENZ, LLC | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Case Type | B Type of Action (check only one) | C Applicable Reasons (See Step 3 above) |
|----------------------------|---|--|--|
| Contract | Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt) | 1, 2, 5 2, 5 |
| | Collections (09) | <input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt | 5, 6, 11 5, 11 5, 6, 11 5, 11 |
| | Insurance Coverage (18) | <input type="checkbox"/> 1801 Insurance Coverage (not complex) | 1, 2, 5, 8 |
| | Other Contract (37) | <input type="checkbox"/> 3701 Contractual Fraud <input type="checkbox"/> 3702 Tortious Interference <input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence) | 1, 2, 3, 5 |
| | | | 1, 2, 3, 5 1, 2, 3, 8, 9 |
| Real Property | Eminent Domain/ Inverse Condemnation (14) | <input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____ | 2, 6 |
| | Wrongful Eviction (33) | <input type="checkbox"/> 3301 Wrongful Eviction Case | 2, 6 |
| | Other Real Property (26) | <input type="checkbox"/> 2601 Mortgage Foreclosure <input type="checkbox"/> 2602 Quiet Title <input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2, 6 |
| | | | 2, 6 2, 6 |
| Unlawful Detainer | Unlawful Detainer – Commercial (31) | <input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Residential (32) | <input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction) | 6, 11 |
| | Unlawful Detainer – Post Foreclosure (34) | <input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure | 2, 6, 11 |
| | Unlawful Detainer – Drugs (38) | <input type="checkbox"/> 3801 Unlawful Detainer – Drugs | 2, 6, 11 |
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> 0501 Asset Forfeiture Case | 2, 3, 6 |
| | Petition re Arbitration (11) | <input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration | 2, 5 |
| | Writ of Mandate (02) | <input type="checkbox"/> 0201 Writ – Administrative Mandamus <input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter <input type="checkbox"/> 0203 Writ – Other Limited Court Case Review | 2, 8 |
| | | | 2 2 |

| | |
|---|-------------|
| SHORT TITLE JONES v MERCEDES-BENZ, LLC | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Case Type | B Type of Action (check only one) | C Applicable Reasons (See Step 3 above) |
|---|--|---|--|
| Judicial Review | Other Judicial Review (39) | <input type="checkbox"/> 3901 Other Writ/Judicial Review <input type="checkbox"/> 3902 Administrative Hearing <input type="checkbox"/> 3903 Parking Appeal | 2, 8 2, 8 2, 8 |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> 0301 Antitrust/Trade Regulation | 1, 2, 8 |
| | Asbestos (04) | <input type="checkbox"/> 0401 Asbestos Property Damage <input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death | 1, 11 1, 11 |
| | Construction Defect (10) | <input type="checkbox"/> 1001 Construction Defect | 1, 2, 3 |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> 4001 Claims Involving Mass Tort | 1, 2, 8 |
| | Securities Litigation (28) | <input type="checkbox"/> 2801 Securities Litigation Case | 1, 2, 8 |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> 3001 Toxic Tort/Environmental | 1, 2, 3, 8 |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only) | 1, 2, 5, 8 |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> 2001 Sister State Judgment <input type="checkbox"/> 2002 Abstract of Judgment <input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations) <input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax <input type="checkbox"/> 2006 Other Enforcement of Judgment Case | 2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9 |
| Miscellaneous Civil Complaints | RICO (27) | <input type="checkbox"/> 2701 Racketeering (RICO) Case | 1, 2, 8 |
| | Other Complaints (not specified above) (42) | <input type="checkbox"/> 4201 Declaratory Relief Only <input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex) | 1, 2, 8 2, 8 1, 2, 8 1, 2, 8 |
| | Partnership Corporation Governance (21) | <input type="checkbox"/> 2101 Partnership and Corporation Governance Case | 2, 8 |
| | Other Petitions (not specified above) (43) | <input type="checkbox"/> 4301 Civil Harassment with Damages <input type="checkbox"/> 4302 Workplace Harassment with Damages | 2, 3, 9 2, 3, 9 |

| | |
|---|-------------|
| SHORT TITLE JONES v MERCEDES-BENZ, LLC | CASE NUMBER |
|---|-------------|

| | A Civil Case Cover Sheet Case Type | B Type of Action (check only one) | C Applicable Reasons (See Step 3 above) |
|----------------------------------|---|---|---|
| Miscellaneous Civil Petitions | Other Petitions (not specified above) (43) | <input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages | 2, 3, 9 |
| | | <input type="checkbox"/> 4304 Election Contest | 2 |
| | | <input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender | 2, 7 |
| | | <input type="checkbox"/> 4306 Petition for Relief from Late Claim Law | 2, 3, 8 |
| | | <input type="checkbox"/> 4307 Other Civil Petition | 2, 9 |

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

| | | | |
|---|--------------|--------------------|------------------------------------|
| REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11. | | | ADDRESS: 1278 N. Virgil Ave |
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90029 | |

Step 5: Certification of Assignment: I certify that this case is properly filed in the Los Angeles District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 03/07/2024

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

- b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.
<https://dcba.lacounty.gov/countywidedrp/>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://my.lacourt.org/odr/>

- c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.courts.ca.gov/programs-adr.htm>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

| | |
|--|--|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES | <small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 03/07/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>Y. Ayala</u> Deputy |
| COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012 | |
| NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE | |
| Your case is assigned for all purposes to the judicial officer indicated below. | CASE NUMBER: 24STCV05698 |

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

| ASSIGNED JUDGE | DEPT | ROOM | | ASSIGNED JUDGE | DEPT | ROOM |
|----------------|------------------|------|--|----------------|------|------|
| ✓ | William F. Fahey | 69 | | | | |

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**

on 03/07/2024
 (Date)

By Y. Ayala, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.